

LAHIVE & COCKFIELD LLP

COUNSELLORS AT LAW
28 STATE STREET
BOSTON, MASSACHUSETTS 02109-1784
TELEPHONE (617) 227-7400
FAX (617) 742-4214
www.lahive.com

JONNA LAHIVE, JR. (1928-1997)
THOMAS V. SMURZYNSKI
GIULIO A. DECONTI, JR.
ELIZABETH A. HANLEY
AMY BAKER MANDRAGOURAS
ANTHONY A. LAURENTANO
KEVIN J. CANNING
JANE E. REMILLARD
DEANN FORAN SMITH
DEBRA J. MILASINIC, Ph.D.
WILLIAM A. SCOFIELD, JR.
SIBLEY P. REPERT
DAVID R. BURNS
JOHN S. CURRAN
SEAN D. DETWEILER
MEGAN E. WILLIAMS, Ph.D.
LISA DIROCCO TYNER
HATHAWAY P. RUSSELL *

MARIA LACOSTRE ZACHARAKS, Ph.D.
MERIDETH C. ARNOLD
DANIELLE L. HERRITT
EUNHOON LEE **
MANEESH GULATI
CYNTHIA M. SOROGOS
PETER W. DINE, Ph.D.
MICHAEL J. BASTIAN, Ph.D.
CHRISTOPHER J. MCKENNA

SENIOR COUNSEL
JAMES E. COCKFIELD

OF COUNSEL
JEREMIAH LYNCH
JEANNE M. DIORIGIO
CYNTHIA L. KANIK, Ph.D.
JOHN D. LANZA

PATENT AGENTS
JONATHAN M. SPARKS, Ph.D.
ANDRINA WILLIAMS ZINK
CRYSTAL E. ROWLEY, Ph.D.
JILL ANN MELLO, Ph.D.
JAMES H. VELEMA ***

TECHNICAL SPECIALISTS
CATHERINE M. BISHOP
JACOB G. WEINTRAUB
DEBORAH L. NAGLE, Ph.D.
ANNE JACQUELINE WIZEMAN, Ph.D.
BRIAN C. TRINQUE, Ph.D.
CHRISTOPHER R. COWLES, Ph.D.
W. ELIANA WANG

* Admitted in TX only
** Admitted in CT only
*** Passed Patent Bar Exam

Facsimile Cover Sheet

To: Examiner Kenneth Tang
Company: USPTO
Location: Washington
Phone:
Fax: 703-746-9152

From: John S. Curran, Esq.
Phone: (617) 227-7400
Fax: (617) 742-4214
Case No.: SYCS-038

Date: 08/13/04

Sent By:

**Pages including this
cover page:** 58

Message: Dear Examiner Tang:

Attached are the documents that you recently requested. Please do not hesitate to call me if I can be of any further assistance.

The documents transmitted by this facsimile are intended for the use of the individual or the entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of the message is not the intended recipient, or the employee or agent responsible for delivering this document to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original facsimile to us at the above address via the U.S. Postal Service. Thank you.



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
09/872,326	06/01/2001	Kenneth Lerman	SYCS-038/P89

000959
LAHIVE & COCKFIELD
28 STATE STREET
BOSTON, MA 02109

CONFIRMATION NO. 2897

FORMALITIES LETTER



OC000000006358884

Date Mailed 07/30/2001

NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(b)

Filing Date Granted

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given **TWO MONTHS** from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The oath or declaration is unsigned.
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$130 for a non-small entity, must be submitted with the missing items identified in this letter.
- The balance due by applicant is \$ 130.

*A copy of this notice **MUST** be returned with the reply.*

Customer Service Center
Initial Patent Examination Division (703) 308-1202

PART 2 - COPY TO BE RETURNED WITH RESPONSE

LAHIVE & COCKFIELD LLP

COUNSELLORS AT LAW
28 STATE STREET
BOSTON, MASSACHUSETTS 02109-1784
TELEPHONE (617) 227-7400
FAX (617) 742-4214
lc@lahive.com

JOHN A. LAHIVE, JR. (1820-1897)
THOMAS V. SZURZYNSKI
RALPH A. LOREN
GIULIO A. DICONTI, JR.
ANN LAMPORT HAMMITTE
ELIZABETH A. HANLEY
AMY BAKER MANDRAGOURAS
ANTHONY A. LAURENTANO
KEVIN J. CANNING
JANÉ E. REMILLARD
DAWN FORAN SMITH
PETER C. LAURO
JEANNE M. DIORIGIO
DEBRA J. MILASINIC, Ph.D.
DAVID J. RINKERS
DAVID R. BURNS
JOHN S. CURRAN
SEAN D. DETWEILER

CYNTHIA L. KANIK, Ph.D.
MEGAN E. WILLIAMS, Ph.D.
RICHARD MAHD
MICHAEL PHILLIPPS *
LISA M. DROCCO

SENIOR COUNSEL
JAMES E. COCKFIELD

OF COUNSEL
JEREMIAH LYNCH
WILLIAM A. SCOFIELD, JR.

PATENT AGENTS
PETER S. STECHER
THEODORE R. WEST
SHAYNE Y. HUFF, Ph.D.
NATHANAY P. RUSSELL
DANIEL B. KO

TECHNICAL SPECIALISTS
MARIA LACOSTRE ZACHARAKIS, Ph.D. **
CYNTHIA M. SOROCOS
PETER W. DINI, Ph.D.
EUTHOON LEE
JENNIFER K. ROSENFELD
ALLAN TAMESHITT, Ph.D.
CATHERINE E. MCFYERSON
ERIC F. WAGNER, Ph.D.
SHAHID HASAN, Ph.D.
JACOB G. WEINTRAUB
PETER A. OMATTA
JONATHAN M. SPARKS, Ph.D.
CRISTIN E. HOWLEY, Ph.D.
VINCENT P. LOOCKSAND
MERIDETH C. ARNOLD

* Admitted in NY only
** Passed the Patent Bar Examination

September 28, 2001

Office of Petitions
Commissioner for Patents
Washington, D.C. 20231

Re: U.S. Patent Application Serial No. 09/872,326
Filed: June 1, 2001
Inventors: Kenneth Lerman
A System and Method of Monitoring A Timed Event List
Our File No. SYCS-038/P89

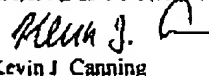
Dear Sir:

We enclose herewith for filing in the above-referenced application the following:

1. Petition Under 37 C.F.R. § 1.47(b)(in duplicate),
2. Statement Of Pertinent Facts In Support Of
Petition Under 37 C.F.R. § 1.47(b) with Exhibits A-D attached,
3. Declaration, Petition and Power of Attorney for Patent Application;
4. Check in the amount of \$130.00 in support of the Petition Under
37 C.F.R. § 1.47(b);
5. Notice To File Missing Parts of Nonprovisional Application
(Filed Under 37 CFR 1.53(b);
6. Response To Notice To File Missing Parts of Nonprovisional Application (in duplicate);
7. Check in the amount of \$130.00 in support of Response To Notice To
File Missing Parts of Nonprovisional Application; and
8. Mailroom postcard.

Please charge any additional fees or credit any overpayments regarding this communication to our Deposit Account
No. 12-0080. A duplicate of this sheet is enclosed

Respectfully submitted,
LAHIVE & COCKFIELD, LLP


Kevin J. Canning
Registration No. 35,470

"Express Mail" Mailing Label Number EL 833315755 US

Date of Deposit: September 28, 2001

I hereby certify that this transmittal letter and the papers referred to as being enclosed therein are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Office of Petitions, Commissioner for Patents, Washington, DC 20231

Signature

Ilidio P. Cardoso

Please Print Name of Person Signing

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the application of: Kenneth Lerman

Serial No: 09/872,326

Filed: June 1, 2001


For: A SYSTEM AND METHOD OF
MONITORING A TIMED EVENT LIST

Attorney Docket No: SYCS-038

Group Art Unit:

Examiner:

Office of Petitions
Commissioner for Patents
Washington, D.C. 20231

"Express Mail" Mailing Label Number <u>EL 833315755 US</u>
Date of Deposit <u>September 28, 2001</u>
I hereby certify that this transmittal letter and the papers referred to as being enclosed therein are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Office of Petitions, Commissioner for Patents, Washington, DC 20231.

Signature <u>Indio P. Cardoso</u>
Please Print Name of Person Signing

PETITION UNDER 37 C.F.R. § 1.47(b)

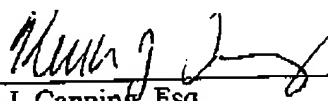
Sir:

The assignee of the invention of the present application, Sycamore Networks, Inc., hereby petitions the commissioner under 37 C.F.R. § 1.47(b) to accept this application on their behalf and as agents for the inventor. The lone inventor, Kenneth Lerman, refuses to sign the application. This petition is accompanied by a verified statement of pertinent facts evidencing Mr. Lerman's refusal to sign the application and a fee of \$130.00 as set forth in 37 C.F.R. 1.17(i) and is responsive to the Notice to File Missing Parts dated July 30, 2001 (copy enclosed along with the corresponding Response To Notice To File Missing Parts of Nonprovisional Application).

Serial No. 09/872,263
Filed: May 31, 2001
Page - 2

No additional fees are believed due in connection with this petition. However, if additional fees are due, please charge our Deposit Order Account No. 12-0080. A duplicate of this letter is provided for this purpose.

Respectfully submitted,
LAHIVE & COCKFIELD, LLP



Kevin J. Canning, Esq.
Registration No. 35,470
Attorney for Petitioner

28 State Street
Boston, MA 02109
(617) 227-7400

Date: September 28, 2001

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the application of: Kenneth Lerman

Serial No: 09/872,326

Filed: June 1, 2001

For: A SYSTEM AND METHOD OF MONITORING
A TIMED EVENT LIST

Attorney Docket No: SYCS-038

Group Art Unit:

Examiner:

Office of Petitions
Commissioner for Patents
Washington, D.C. 20231

"Express Mail" Mailing Label Number EL 833315755 US

Date of Deposit September 28, 2001

I hereby certify that this transmittal letter and the papers referred to as being enclosed therein are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Office of Petitions, Commissioner for Patents, Washington, DC 20231.

Signature

Ilidio P. Cardoso

Please Print Name of Person Signing

STATEMENT OF PERTINENT FACTS IN SUPPORT OF
PETITION UNDER 37 C.F.R. § 1.47(b)

Sir:

1. I, Ke Le, am a Technology Officer for Sycamore Networks, Inc., a Massachusetts corporation, having a principal place of business in Chelmsford, Massachusetts.

2. On information and belief, Kenneth Lerman was hired by Sycamore Networks, Inc. on or before August 29, 2000, as a principal engineer.
Mr. Kenneth Lerman's last known residence address is:

55 Main Street,
Newtown, Connecticut 06470
United States of America

Serial No. 09/872,263
Filed: May 31, 2001

2

In connection with his acceptance of employment, Kenneth Lerman executed an employment agreement (enclosed as Exhibit A) with Sycamore Networks, Inc. on August 29, 2000. In this agreement, Mr. Lerman promised to cooperate with Sycamore Networks, Inc. in securing patent protection for inventions made by him during the term of his employment at Sycamore Networks, Inc., and furthermore assigned and agreed to assign all inventions stemming from his employment with Sycamore Networks, Inc. (See Exhibit A, paragraph 3 (a) of the employment agreement).

3. On April 13, 2001, Mr. Lerman was informed that his employment was being terminated as a result of downsizing at Sycamore Networks, Inc.

4. On June 4, 2001, I sent the Declaration to Mr. Lerman for his signature (See Exhibit B cover letter).

5. On July 25th, Mr. Lerman was contacted by telephone by Attorney John Curran from Sycamore's outside patent counsel on this matter, Lahive & Cockfield, LLP, in reference to an Information Disclosure Statement. Mr. Lerman informed Mr. Curran that he was now represented by counsel regarding the above-mentioned patent application and had not signed the Declaration.

6. Later on July 25, 2001 the Declaration and complete copy of the application for the above-referenced patent application were sent to Mr. Lerman by overnight mail. A Federal Express Tracking No. 601924850398 was assigned to the package which was delivered the next day at 9:45 a.m.(See Exhibit C cover letter and tracking information from overnight package).

7. On August 13, 2001, I received an email from Mr. Lerman indicating that he would not sign the Declaration unless the company paid for private legal representation for Mr. Lerman (See Exhibit D, emails).

Serial No. 09/872,263

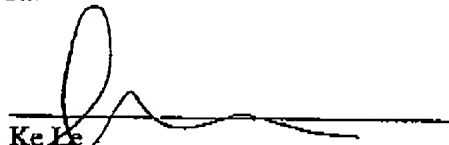
Filed: May 31, 2001

3

8. On August 16, 2001, after I informed him that Sycamore Networks, Inc. would not pay for his private legal counsel, I received another email from Mr. Lerman indicating that he was withdrawing his offer to meet with Sycamore Networks for the purpose of signing the Declaration (See Exhibit D, emails).

9. On September 24, 2001, Attorney Michael Reardon, in-house counsel for Sycamore contacted Mr. Lerman by telephone and again requested that Mr. Lerman sign the Declaration. Mr. Lerman indicated to Mr. Reardon that he would not sign the Declaration.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under Section 101 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.


Ke Le
Technology Officer
Sycamore Networks, Inc.

Date: 9/26/01

Exhibit A

Kenneth LERMAN

**SYCAMORE NETWORKS, INC.
EMPLOYEE AGREEMENT REGARDING
CONFIDENTIALITY, INVENTIONS AND NON-SOLICITATION**

This Agreement is intended to formalize in writing certain understandings and procedures of Sycamore Networks, Inc. and its affiliates, subsidiaries, successors and assigns (Sycamore Networks, Inc. and such affiliates, subsidiaries, successors and assigns collectively and individually are referred to herein as the "Company"). I recognize that the Company is engaged in a continuous program of research, development and production respecting its business, present and future.

In return for my new or continued employment by the Company, I acknowledge and agree that:

1. Previous Work. All previous work, if any, done by me for the Company relating in any way to the conception, design, development, or support of products for the Company is the property of the Company. Nothing in this provision is intended to create any express or implied claim by the Company to any previous work done by me for any person other than the Company. The Company specifically disavows any interest in any work done by me using the proprietary business information of any entity other than the Company.
2. Confidentiality. I will maintain in confidence and will not disclose or use, either during or after the term of my employment without the prior express written consent of the Company, any proprietary or confidential information or know-how belonging to the Company ("Proprietary Information"), whether or not it is in written or permanent form except to the extent required to perform duties on behalf of the Company in my capacity as an employee. Proprietary Information refers to any information not generally known in the relevant trade or industry, which was obtained from the Company, or which was learned, discovered, developed, conceived, originated, or prepared by me in the scope of my employment. Such Proprietary Information includes, but is not limited to software, technical and business information relating to the Company's inventions or products, research and development, production processes, product plans, manufacturing and engineering processes and plans, machines and equipment, finances, organizational charts, employee lists, Company phone directories, customers, customer lists, marketing plans, and production and future business plans and any other information which is identified as, or understood as being, confidential by the Company. Upon termination of my employment or at the request of my supervisor before termination, I will deliver to the Company all written and tangible material in my possession incorporating the Proprietary information belonging to the customers and suppliers of the Company who may have disclosed such information to me as the result of my status as an employee of the Company.
3. Inventions. (a) Disclosure and Assignment of Inventions. I will promptly disclose and describe to the Company, and agree to assign and hereby assign and agree to assign to the Company or its designee, my entire right, title, and interest in all Inventions and practices during the period of my employment with the Company (i) which relate at the time of conception or reduction to the practice of the Invention to the Company's business or actual or demonstrably anticipated research or development, or (ii) which were developed on any amount of the Company's equipment, supplies, facilities or trade secret information, or (iii) which resulted from any work I performed for the Company, whether or not performed during business hours. I hereby waive all claims to moral rights in any Inventions. However, I do not assign or agree to assign any Inventions relating in any way to the Company's business or demonstrably anticipated research and development which were made by me prior to my employment with the Company, which Inventions, if any, are identified on Exhibit A to this Agreement (which attachment

contains no confidential information). I have no rights in any Inventions other than the Inventions specified in Exhibit A. If I do not list any Inventions in Exhibit A, then I acknowledge that none exist.

(b) Definition of Inventions. As used in the Agreement, the term "Inventions" means any new or useful art, discovery, contribution, finding or improvement, whether or not patentable, and all related know-how including but not limited to all designs, developments, trademarks, discoveries, formulas, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas, or copyrightable or patentable works, including all rights to obtain, register, perfect and enforce these proprietary interests.

(c) Nonassignable Inventions. I understand that, to the extent this Agreement shall be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of Inventions made by an employee, this Agreement shall be interpreted not to apply to the class of Invention which are precluded in such state, but shall otherwise apply to all other classes of Inventions. However, I agree to disclose promptly in writing to the Company all Inventions made or conceived by me during the term of my employment, whether or not I believe such inventions are subject to this Agreement, to permit a determination by the Company as to whether or not the Inventions are subject to this Agreement, to permit a determination by the Company as to whether or not the Inventions should be the property of the Company. The Company will receive any such information in confidence.

(d) Shop Rights. I agree that the Company will be entitled to shop rights providing the Company a non-exclusive, royalty-free, and irrevocable (although nontransferable and non assignable) license to make, use, and sell any invention or other protectable development (whether patentable or not) conceived or made by me which is not within the scope of Section 3 (a) but which was conceived or made on the time of the Company with the use of the facilities or materials of the Company or with the use of Proprietary Information of the Company.

(e) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(f) Patent and Copyright Registrations. I agree to cooperate fully with the Company and to execute and deliver any and all documents and letters necessary for the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in the United States and foreign countries) relating to the Inventions, including the execution and delivery of any document relating to Patent and Copyright registrations or applications. I will sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in and Invention. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature on such documents, then I irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact to act for and in my behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further the prosecution and issuance of the such applications or registrations with the same legal force and effect as if executed by me.

4. Competitive Employment. During the term of my employment with the Company, I will not engage in any employment, consulting, or other activity in any business competitive with the Company without the Company's prior written consent. In addition, I agree that, for a period of nine months following the termination of my employment with the Company, I will not directly or indirectly, without the prior written consent of the Company, engage in, become financially interested in, be employed by or have any business or professional connection with any business or organization whose products or services are similar in function or capability or otherwise competitive to the products or services being developed, manufactured or sold by the Company. Notwithstanding this paragraph, I understand that I may own the securities of any corporation that is publicly owned and traded but in an amount not to exceed at any one time one percent of the class of stock or securities of such corporation.

5. Acts to Secure Proprietary Rights. I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions and shop rights hereby assigned to the Company as set forth in Paragraphs 1 and 3 above. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents and copyrights or other legal proceedings.

6. Non-solicitation. During the term of my employment with the Company and for a period of one (1) year thereafter, I will not directly or indirectly, without the prior written consent of the Company (1) solicit or encourage, or cause others to solicit or encourage, any employees of the Company to terminate their employment with the Company, or (2) directly or indirectly solicit, contact, call upon, communicate with or attempt to communicate with any customer of Company.

7. No Conflicting Obligations. My performance of the Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with the Company. I hereby represent that if I obtained any information during my prior employment that my employer indicated was considered confidential and proprietary or that was disclosed to me in a manner that should have made me realize it was so considered, I will not make use of, disclose or induce the Company to use any such confidential and proprietary information during my employment with the Company unless such information: (i) becomes publicly available for reasons other than action on my part; (ii) is independently developed by others at or on behalf of the Company who do not receive access to such information from me; or (iii) is received by the Company from a third party who had lawful possession of such information or ideas and the right to disclose them. I am not a party to any other agreement which will interfere with my full compliance with this Agreement or otherwise restrict my employment with the Company in any way. I will not enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement.

8. Termination of Employment – Delivery of Documents, Data and Proprietary Information upon Termination of Employment. I understand that in the event of the termination (volunteer or otherwise) of my employment with the Company, I agree promptly and without request, to deliver and inform the Company of all documents and data pertaining to my employment and the Company's Proprietary Information, whether prepared by me or otherwise, that has come into my possession. I will not retain any written or other tangible material containing any information concerning or disclosing any of the Company's Proprietary

Information. Upon the cessation of my employment, I agree to sign and date a Sycamore Networks, Inc. Termination Certification in the following form:

This is to certify that I do not have in my possession, nor have I failed to return, any notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data, documentation, or other materials or property, or reproductions of any aforementioned items belonging to Sycamore Networks, Inc., its affiliates, subsidiaries, successors and assigns (Sycamore Networks, Inc. and such affiliates, subsidiaries, successors and assigns collectively and individually are referred to herein as the "Company").

I further certify that I have complied with all the terms of the Company's Employee Agreement Regarding Confidentiality, Inventions and Non-Solicitation signed by me, including the reporting of any invention, modification, discovery, design, development, improvement process, software program, work of authorship, documentation, formula, data, technique, know-how, secret or intellectual property conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, in compliance with the Company's Employee Agreement Regarding Confidentiality, Inventions and Non-Solicitation, I will preserve as confidential all trade secrets or confidential information respecting inventions, products, designs, methods, know-how, techniques, systems processes, software programs, works of authorship, customer lists, projects, plans and proposals, of the Company or any of its employees, clients, consultants or licenses. I further agree that I shall not use or permit to be used any notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data, documentation or other materials, it being agreed that all of the foregoing is and shall remain the sole and exclusive property of the Company.

I further agree that for one (1) year from this date, (1) I will not hire any employees of the Company and I will not solicit, induce, recruit or encourage any of the Company's employees to leave their employment, and (2) I will not directly or indirectly solicit, contact, call upon, communicate with or attempt to communicate with any customer of Company.

9. At-Will Employment. I understand that employment with the Company is at-will. Employment at-will may be terminated at the will of either the employer or the employee, with or without cause, at any time. I understand that the terms and conditions of my employment with the Company may be modified at the sole discretion of the company with or without cause and with or without notice. Other than the President or Chief Financial Officer of the Company, no one has the authority to make any agreement for employment other than for employment at-will or make any agreement limiting the Company's authority to make any such agreement and then only in writing. No implied contract concerning any employment related decision or term or condition of employment can be established by any other statement, conduct, policy or practice. Examples of types of terms or conditions of employment which are within the sole discretion of the Company include but are not limited to the following: promotion; demotion; transfers; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; production standards; subcontracting; cessation or expansion of operations; merger or consolidation of operations; determinations concerning the use of equipment, methods or facilities; or any other terms and conditions that the Company may determine to be necessary for the safe, efficient and economic operation of its business.

10. Notification to New Employer. In the event that I leave the employ of the Company, I hereby grant consent to the notification by the Company to my new employer about my rights and obligations under this Agreement.

11. Third Party Information. I recognize that the Company has received and will receive in the future from third parties their confidential information or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

12. Survival. This Agreement (a) shall survive the termination of my employment by the Company, (b) does not in any way restrict my right or the right of the Company to terminate my employment at any time, for any reason or no reason and (c) is assignable by the Company (in which case the term "Company" herein will only refer to that portion of the assignee's business which is substantially similar to the business conducted by the Company immediately prior to such an assignment) and (d) is binding upon my heirs and legal representatives.

13. Waiver. The waiver by the Company or a breach of any provision of the Agreement by me will not operate or be construed as a waiver of any other or subsequent breach by me.

14. Severability. If any provisions of this Agreement, or the application thereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and application of such provisions of this Agreement shall be interpreted so as to reasonably reflect the intent of the parties. Any void or unenforceable provisions of this Agreement shall be replaced with valid and enforceable provisions that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provisions.

15. Governing Law. This Agreement will be construed in accordance with, and governed by the laws of the Commonwealth of Massachusetts.

16. Entire Agreement. This Agreement becomes effective as of the commencement of my employment with the Company. This Agreement represents my entire understanding with the Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral. Notwithstanding this paragraph, nothing contained herein shall be construed as or constitute a waiver of any claims or remedies that the Company may have under any prior understanding, arrangement or agreement. This Agreement may be amended or modified only with the written consent of both me and the Company. No oral waiver, amendment or modification will be effective under any circumstance whatsoever.

I HAVE FULLY READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO THIS AGREEMENT AS A CONDITION OF MY EMPLOYMENT.

EMPLOYEE:

Signature

KENNETH LERMAN
Printed Name of EmployeeAugust 29, 2000
Date

WITNESS:

Signature

Melissa Gronfriddo
Printed Name of Witness8/29/00
Date

EXHIBIT A
PRIOR INVENTION

SYCAMORE NETWORKS, INC.
U.S. FOREIGN CORRUPT PRACTICES ACT POLICY

It is the policy of Sycamore Networks, Inc., its affiliates, subsidiaries, successors and assigns (Sycamore Networks, Inc. and such affiliates, subsidiaries, successors and assigns collectively and individually are referred to herein as the "Company") to abide by all the laws of the United States, including the U.S. Foreign Corrupt Practices Act ("FCPA"). In accordance with the FCPA, the Company does not authorize or condone the making of payments prohibited by the FCPA by either its employees or the parties with who it conducts business.

As required by the FCPA, I agree that I will not pay, offer or authorize any bribe or make any other unlawful payment on behalf of the Company. I will not give money or anything else of value in an attempt to unlawfully influence the action of a public official to assist the Company in obtaining or retaining business outside the United States. I further agree that I will not make any payment to any consultant, agent or any other intermediary with the knowledge that all or any part of the payment will be used for a bribe or otherwise to influence government action.

In the event that I receive knowledge of (or obtain a reasonable suspicion of) a request for, or the actual payment of, a bribe, I will immediately disclose that knowledge or suspicion to an officer of the Company.

If I should violate the Company's policy to comply with the FCPA or the specific acknowledgements in this agreement, I acknowledge that the Company will have the right to take disciplinary action against me, up to and including immediate termination.



Employee Signature

KENNETH LERMAN

Printed Name of Employee

August 29, 2000

Date:

Exhibit B

To: Kenneth Lerman
55 Main Street
Newtown, CT 06470

From: Ke Le
Sycamore Networks
10 Elizabeth Drive
Chelmsford, MA 01824
Email: Ke.le@sycamorenet.com

Date: June 4, 2001

Subject: Signatures for patent filing documents

Ken,

For your two patent applications:

1. *A system and method for the use of reset logic in high availability systems*
2. *A system and method of maintaining a timed event list*

which was filed with USPTO on 5/31/2001 and 6/1/2001, attached please find the Assignment and Declaration forms.

Please sign and witness the forms where marked and return it back to me at your earliest convenience.

Thank you very much.

Sincerely,

Ke,

Exhibit C



United States

[Ship](#) [Rates](#) [Signature Proof](#) [Locations](#) [Pickup](#) [International Tools](#)
[Home](#) | [About FedEx](#) | [Service Info](#) | [Careers](#) | [eBusiness Tools](#) | [Manage My Account](#) | [Customer Service](#) | [Site Index](#)

Select More Online Services

Search for

- [Track Shipments](#)
- [Alternate Reference Track](#)
- [Email Track](#)
- [Multi-Carrier Track](#)
- [Custom Critical](#)
- [Cargo Track](#)
- [American Freightways](#)
- [Viking Freight](#)

Related Links

- [Signature Proof](#)
- [My FedEx](#)
- [FedEx Wireless Solutions](#)
- [FedEx Sidebar](#)
- [Handheld Track](#)
- [Print, Bind & Ship](#)
- [FedEx Address Checker](#)

Track Shipments

Detailed Results

Tracking Number 601924850398
 Reference Number
 Ship Date 07/26/2001
 Delivered To Recipient
 Delivery Location NEWTOWN CT
 Delivery Date/Time 07/26/2001 09:45
 Signed For By 2161299
 Service Type Priority Letter

Tracking Options

- [Obtain a Signature Proof of Delivery](#)
- [Email these tracking results to one or more recipients](#)
- [Track More Shipments](#)

Scan Activity	Date/Time	Comments
Delivered DANBURY CT	07/26/2001 09:45	No signature required - release waiver on file
Delivered DANBURY CT	07/26/2001 09:45	No signature required - release waiver on file
On FedEx vehicle for delivery DANBURY CT	07/26/2001 08:47	
Arrived at FedEx Destination Location DANBURY CT	07/26/2001 07:44	
Left FedEx Ramp EAST BOSTON MA	07/25/2001 22:51	
Left FedEx Origin Location LEXINGTON MA	07/25/2001 21:13	
Arrived at FedEx Ramp EAST BOSTON MA	07/25/2001 21:02	
Left FedEx Origin Location LEXINGTON MA	07/25/2001 20:08	
Pickup status LEXINGTON MA	07/25/2001 17:14	Pre-routed meter pkg picked up

Email Your Detailed Tracking Results

Enter your email (optional), up to three email addresses as recipients, add your message, and click on Send Email

From:

To:

To:

To:

Add a message to this email.

To: Kenneth Lerman
55 Main Street
Newtown, CT 06470

From: Ke Le
Sycamore Networks
10 Elizabeth Drive
Chelmsford, MA 01824
Email: Ke.le@sycamorenet.com

Date: Wednesday, July 25, 2001

Subject: Signatures for patent filing documents

Ken,

For your two patent applications:

1. *A system and method for the use of reset logic in high availability systems*
2. *A system and method of maintaining a timed event list*

which was filed with USPTO on 5/31/2001 and 6/1/2001, attached please find the Assignment and Declaration forms and the complete applications.

I sent you the same forms back to June 4, 2001. Here I sent again. Please sign and witness the forms where marked and return the forms back to me at your earliest convenience.

Thank you very much.

Sincerely,

Ke,

S. Curran - RE: Signatures for patent filing documents

Exhibit D

From: Kenneth Lerman <Kenneth.Lerman@se-ltd.com>
To: "Le, Ke" <Ke.Le@sycamorenet.com>
Date: 8/16/01 2:18PM
Subject: RE: Signatures for patent filing documents

Ke,

I really thought I made a reasonable offer, but since you apparently think otherwise, I withdraw it.

I'd appreciate it if you would send me copies of the regulations and laws referenced by the applications.

I'd really like to see these applications succeed. Perhaps there is another way of resolving this.

Ken

-----Original Message-----

From: Le, Ke [mailto:Ke.Le@sycamorenet.com]
Sent: Tuesday, August 14, 2001 3:48 PM
To: 'Kenneth.Lerman@se-ltd.com'
Cc: Le, Ke
Subject: RE: Signatures for patent filing documents
Importance: High

Hi Ken,

I have received your email dated August 13, 2001. You are correct that any of the firms that you dealt with while employed by Sycamore do not represent any individuals in the relevant transactions, those firms represent the company. This is to advise you that if you feel you need counsel to review certain patent filing documents it must be done at your own expense.

We look forward to receiving the signed patent assignment forms from you.

Thanks.

Ke,

-----Original Message-----

From: Kenneth.Lerman@se-ltd.com [mailto:Kenneth.Lerman@se-ltd.com]
Sent: Monday, August 13, 2001 12:05 PM
To: ke.le@sycamorenet.com
Subject: Signatures for patent filing documents

Ke,

I will be happy to sign the patent assignment forms, but cannot sign

Customer Number: 000959

Attorney's
Docket
Number SYCS-038/P89

Declaration, Petition and Power of Attorney for Patent Application

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled

A System And Method Of Maintaining A Timed Event List
the specification of which

(check one)

☐ is attached hereto.☒ was filed on June 1, 2001 asApplication Serial No. 09/872,236and was amended on _____
(if applicable)

I do not know and do not believe that the subject matter of this application was known or used by others in the United States or patented or described in a printed publication in any country before my invention thereof, or patented or described in a printed publication in any country or in public use or on sale in the United States more than one year prior to the date of this application, or first patented or caused to be patented or made the subject of an inventor's certificate by me or my legal representatives or assigns in a country foreign to the United States prior to the date of this application on an application filed more than twelve months (six months if this application is for a design) before the filing of this application; and I acknowledge my duty to disclose information of which I am aware which is material to the examination of this application, that no application for patent or inventor's certificate on the subject matter of this application has been filed by me or my representatives or assigns in any country foreign to the United States, except those identified below, and that I have reviewed and understand the contents of the specification, including the claims as amended by any amendment referred to herein.

I acknowledge the duty to disclose to the Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, §1.56.

CLAIM OF BENEFIT OF EARLIER FOREIGN APPLICATION(S)

I hereby claim priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below, and have also identified below any foreign application(s) for patent or inventor's certificate filed by me on the same subject matter having a filing date before that of the application(s) from which priority is claimed.

Check one:

☒ no such applications have been filed.

☐ such applications have been filed as follows

**EARLIEST FOREIGN APPLICATION(S), IF ANY, FILED WITHIN 12 MONTHS
(6 MONTHS FOR DESIGN) PRIOR TO THIS U.S. APPLICATION**

Country	Application Number	Date of Filing (month,day,year)	Priority Claimed Under 35 USC 119
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

**ALL FOREIGN APPLICATION(S), IF ANY FILED MORE THAN 12 MONTHS
(6 MONTHS FOR DESIGN) PRIOR TO THIS U.S. APPLICATION**

CLAIM FOR BENEFIT OF U.S. PROVISIONAL APPLICATION(S)

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below.

(Application Serial No.)

(Filing Date)

(Application Serial No.)

(Filing Date)

CLAIM FOR BENEFIT OF EARLIER U.S./PCT APPLICATION(S)

I hereby claim the benefit under Title 35, United States Code, §120 of any earlier United States application(s) or PCT international application(s) designating the United States listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the earlier application(s) in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose to the Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, §1.56 which became available between the filing date(s) of the earlier application(s) and the national or PCT international filing date of this application. As to subject matter of this application which is common to my earlier application(s), if any, described below, I do not know and do not believe that the same was known or used by others in the United States or patented or described in a printed publication in any country before my invention thereof, or patented or described in a printed publication in any country or in public use or on sale in the United States more than one year prior to the date(s) of said earlier application(s), or first patented or caused to be patented or made the subject of an inventor's certificate by me or my legal representatives or assigns in a country foreign to the United States prior to the date(s) of said earlier application(s) on an application filed more than twelve months (six months if this application is for a design) before the filing of said earlier application(s); and I acknowledge that no application for patent or inventor's certificate on said subject matter has been filed by me or my representatives or assigns in any country foreign to the United States except those identified herein.

(Application Serial No.)

(Filing Date)

(Status)
(patented,pending,aband.)

(Application Serial No.)

(Filing Date)

(Status)
(patented,pending,aband.)

POWER OF ATTORNEY: As a named inventor, I hereby appoint the following attorneys and/or agents to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

James E. Cockfield	Reg. No. 19,162	Megan E. Williams	Reg. No. 43,270
Thomas V. Smurzynski	Reg. No. 24,798	Jeremiah Lynch	Reg. No. 17,425
Ralph A. Loren	Reg. No. 29,325	David I. Ridders	Reg. No. 43,882
Giulio A. DeCond, Jr.	Reg. No. 31,503	Maria C. Laccotripe	Limited Recognition
Ann Lamport Hammine	Reg. No. 34,858		Under 37 C.F.R. § 10.9(b)
Elizabeth A. Hanley	Reg. No. 33,505	Debra J. Milasincic	Reg. No. 46,931
Amy E. Mandragouras	Reg. No. 36,207	David R. Burns	Reg. No. 46,590
Anthony A. Laurentano	Reg. No. 38,220	Sean D. Derweiler	Reg. No. 42,482
Kevin J. Canning	Reg. No. 35,470	Peter S. Stocher	Reg. No. 47,259
Jane E. Remillard	Reg. No. 38,872	Cynthia L. Kanik	Reg. No. 37,320
DeAnn F. Smith	Reg. No. 36,683	Theodore R. West	Reg. No. 47,202
Peter C. Lauro	Reg. No. 32,360	Shayne Y. Huff	Reg. No. 44,784
Jeanne M. DiGiorgio	Reg. No. 41,710		

Send Correspondence to Kevin J. Canning, Esq. at Customer Number: 000959 whose address is:

Lahive & Cockfield, LLP, 28 State Street, Boston, MA 02109

Direct Telephone Calls to: (name and telephone number)

Kevin J. Canning, Esq., (617) 227-7400

Wherefore I petition that letters patent be granted to me for the invention or discovery described and claimed in the attached specification and claims, and hereby subscribe my name to said specification and claims and to the foregoing declaration, power of attorney, and this petition.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or first inventor Kenneth Lerman	9/26/01
Inventor's signature (by Ke Le, Sycamore Networks, Inc., 37 C.F.R. 1.47 (b))	
Residence 55 Main Street, Newtown, CT 06470	Date
Citizenship United States of America	
Post Office Address (if different)	

DOCKETED

*Sept 30, 2001* - Missing Parts & Surcharge*Feb 28, 2002* - ESP W/EXTCOMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
09/872,326	06/01/2001	Kenneth Lerman	SYCS-038/P89

000959
LAHIVE & COCKFIELD
28 STATE STREET
BOSTON, MA 02109

CONFIRMATION NO. 2897

FORMALITIES LETTER

OC000000006359994

Date Mailed: 07/30/2001

NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION

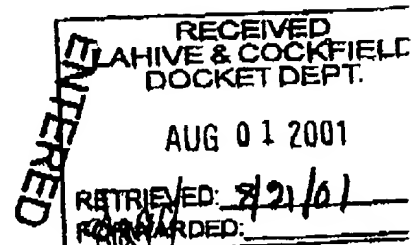
FILED UNDER 37 CFR 1.53(b)

Filing Date Granted

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given **TWO MONTHS** from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The oath or declaration is unsigned
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$130 for a non-small entity, must be submitted with the missing items identified in this letter
- The balance due by applicant is \$ 130.

A copy of this notice MUST be returned with the reply.

*Seble*Customer Service Center
Initial Patent Examination Division (703) 308-1202
PART I - ATTORNEY/APPLICANT COPY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the application of: Kenneth Lerman

Serial No: 09/872,326

Filed: June 1, 2001

For: A SYSTEM AND METHOD OF MONITORING
A TIMED EVENT LIST

Attorney Docket No: SYCS-038/P89

Group Art Unit:

Examiner:

Office of Petitions
Commissioner for Patents
Washington, D.C. 20231"Express Mail" Mailing Label Number EL 833315755 USDate of Deposit September 28, 2001

I hereby certify that this transmittal letter and the papers referred to as being enclosed therein are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Office of Petitions, Commissioner for Patents, Washington, DC 20231

Signature

Indio P. Cardoso

Please Print Name of Person Signing

**RESPONSE TO NOTICE TO FILE MISSING PARTS
OF NONPROVISIONAL APPLICATION**

Dear Sir:

Responsive to the Notice to File Missing Parts of Nonprovisional Application
Filed Under 37 CFR 1.53(b) Filing Date Granted mailed July 30, 2001, Applicants'
attorney is enclosing an executed Declaration, Petition and Power of Attorney for Patent
Application together with a copy of the Notice to File Missing Parts of Nonprovisional
Application Filed Under 37 CFR 1.53(b) Filing Date Granted.



UNITED STATES PATENT AND TRADEMARK OFFICE

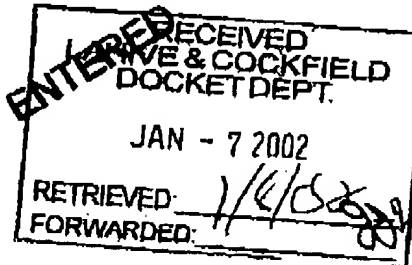
Commissioner for Patents
United States Patent and Trademark Office
Washington, D.C. 20231
www.uspto.gov
04/12/01

DOCKETED

Feb. 28, 2002 - Request for Reconsideration
July 28, 2002 - E.S.P. w/5 mox.

Paper No. 5

LAHIVE & COCKFIELD
28 STATE STREET
BOSTON, MA 02109



COPY MAILED

DEC 31 2001

OFFICE OF PETITIONS

In re Application of
Kenneth Lerman
Application No. 09/872,326
Filed: 1 June, 2001
Attorney Docket No. SYCS-038/P89

:
:
:
: DECISION REFUSING STATUS
: UNDER 37 CFR 1.47(b)
:

This is in response to the petition under 37 CFR 1.47(b) filed on 28 September, 2001.

The petition is **DISMISSED**.

Rule 47 applicant is given TWO MONTHS from the mailing date of this decision to reply, correcting the below-noted deficiencies. Any reply should be entitled "Request for Reconsideration of Petition Under 37 CFR 1.47(b)," and should only address the deficiencies noted below, except that the reply may include an oath or declaration executed by the non-signing inventor. **FAILURE TO RESPOND WILL RESULT IN ABANDONMENT OF THE APPLICATION.** Extensions of time may be obtained in accordance with 37 CFR 1.136(a).

The above-identified application was filed on 1 June, 2001, without an executed oath or declaration.

Accordingly, on 30 July, 2001, a "Notice To File Missing Parts of Nonprovisional Application" was mailed, requiring an executed oath or declaration and a surcharge for its late filing.

③
MAR 2001

Application No. 09/872,326

2

In response, on 28 September, 2001, the present petition and petition fee were filed, accompanied by, *inter alia*, a declaration naming Kenneth Lerman as the sole inventor and signed by Ke Le on behalf of the non-signing inventor, an employment agreement between inventor Lerman and Sycamore Networks, Inc., and a declaration by Ke Le, Technology Officer for Sycamore Networks, Inc. Petitioners also provided a copy of an employment agreement between Lerman and Sycamore Networks, Inc., which states that Lerman agrees to assign to Sycamore all inventions during the period of employment (i) which relate at the time of conception or reduction to the practice of the Invention to the Company's business or actual or demonstrably anticipated research or development, or (ii) which were developed on any amount of the Company's equipment, supplies, facilities or trade secret information, or (iii) which resulted from any work Lerman performed for the Company, whether or not performed during business hours.

Petitioners state that a copy of the application papers were sent to Lerman, but that he refused, via email and telephone, to sign the declaration.

A grantable petition under 37 CFR 1.47(b) requires:

- (1) proof that the non-signing inventor cannot be reached or refuses to sign the oath or declaration after having been presented with the application papers (specification, claims and drawings);
- (2) an acceptable oath or declaration in compliance with 35 U.S.C. §§ 115 and 116;
- (3) the petition fee;
- (4) a statement of the last known address of the non-signing inventor;
- (5) proof of proprietary interest, and
- (6) proof of irreparable damage.

The petition lacks items (1), (2), and (6).

In regards to item (1), the declaration of Ke Le states that attorney Michael Reardon spoke with Lerman by phone, and that Lerman orally refused to sign the declaration. As an oral refusal must be proven by a statement from a person with first hand knowledge, Attorney Reardon must provide details of the oral refusal in an affidavit or declaration of facts.

In regards to item (2), the declaration is insufficient in that it has not been signed by a corporate officer (president, vice

Mailing Label
Label 11-F August 2000

EL 941615927 US

VERY POSTAL USE ONLY

Time	AM	PM	Employee Signature
Day	Attempt	Time	Employee Signature
Day	Attempt	Time	Employee Signature

USE BY ADDRESSEE ONLY: This label is for use by the addressee only. It is not to be used by the sender. The addressee must sign and date this label when the package is received. The addressee must also sign and date this label when the package is returned to the sender. The addressee must also sign and date this label when the package is returned to the sender.

VERY POSTAL USE ONLY: This label is for use by the postal service only. It is not to be used by the sender or the addressee. The postal service must sign and date this label when the package is received. The postal service must also sign and date this label when the package is returned to the sender. The postal service must also sign and date this label when the package is returned to the sender.

VERY POSTAL USE ONLY: This label is for use by the postal service only. It is not to be used by the sender or the addressee. The postal service must sign and date this label when the package is received. The postal service must also sign and date this label when the package is returned to the sender. The postal service must also sign and date this label when the package is returned to the sender.

Office of Petitions
Commissioner for Patents
Washington, D.C. 20231

WWW.USPS.COM

EXPRESS MAIL

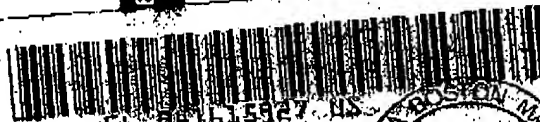
POST OFFICE TO ADDRESSEE

FOR POSTAL USE ONLY

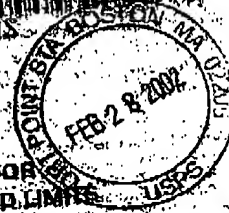
Postage	\$ 1.45
Postage Insurance	\$ 0.00
Postage Insurance Fee	\$ 0.00

FROM: LAHIVE & COCKFIELD
28 STATE ST
BOSTON MA 02109

TO: (PLEASE PRINT)
Office of Petitions
Commissioner for Patents
Washington, D.C. 20231



EL 941615927 US



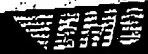
SEE REVERSE SIDE FOR SERVICE GUARANTEE AND LIMITS ON INSURANCE COVERAGE

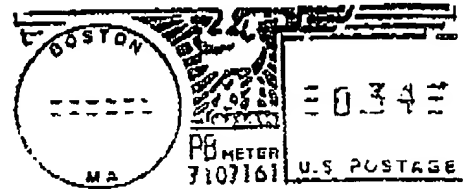
Customer Copy
Label 11-F August 2000

Office of Petitions
Commissioner for Patents
Washington, D.C. 20231

FOR PICKUP OR TRACKING CALL 1-800-222-1811

WWW.USPS.COM





NO POSTAGE STAMP NECESSARY
POSTAGE HAS BEEN PREPAID BY

EL941615927US

LAHIVE & COCKFIELD, LLP
28 STATE STREET
BOSTON, MA 02109

Office No. SYCS-038/P89

THE "RECEIVED" STAMP OF THE PATENT AND TRADEMARK OFFICE
IMPRINTED HEREON ACKNOWLEDGES THE FILING OF:

Description of Paper² and No.: cover letter in duplicate, Petition Under 37 C.F.R. § 1.47(b)(in duplicate); Statement Of Pertinent Facts In Support Of Petition Under 37 C.F.R. § 1.47(b) with Exhibits A-D attached; Declaration, Petition and Power of Attorney for Patent Application; copy of Notice To File Missing Parts of Nonprovisional Application, Response To Notice To File Missing Parts Of Non-provisional Application (in duplicate), and return postcard

Name of Applicant(s): Kenneth Lerman

Intf. or Serial No.: 09/872,326

Atty: John S. Curran, Esq. (KJC/JSC)

Date: February 28, 2002



*with Certificate of Express Mail No. EL 941 615 227 US

*with Certificate of Express Mail No. EL 941 615 927 US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the application of: Kenneth Lerman

Serial No: 09/872,326

Filed: June 1, 2001

For: A SYSTEM AND METHOD OF
MONITORING A TIMED EVENT LIST

Attorney Docket No: SYCS-038

Group Art Unit:

Examiner:

Office of Petitions
Commissioner for Patents
Washington, D.C. 20231

"Express Mail" Mailing Label Number <u>EL 941 615 927 US</u>	
Date of Deposit	<u>February 28, 2002</u>
I hereby certify that this transmittal letter and the papers referred to as being enclosed therein are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Office of Petitions, Commissioner for Patents, Washington, DC 20231	
Signature	<u>[Signature]</u>
	<u>Larry Taylor</u>
Please Print Name of Person Signing	

PETITION UNDER 37 C.F.R. § 1.47(b)

Sir:

The assignee of the invention of the present application, Sycamore Networks, Inc., hereby petitions the commissioner under 37 C.F.R. § 1.47(b) to accept this application on their behalf and as agents for the inventor.

The lone inventor, Kenneth Lerman, refuses to sign the application. Failure to grant the petition will result in irreparable damage to the Petitioner. As noted in the attached Statement of Pertinent Facts, a statutory bar date relating to the first public use of the invention in June of 2000 at the Supercomm convention has now passed and will serve to prevent the patenting of the

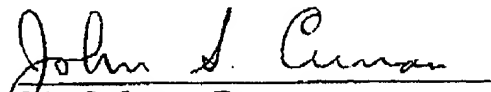
Serial No. 09/872,263
Filed: May 31, 2001
Page - 2

invention if the 37 C.F.R. 1.47(b) petition is refused and the original filing date is accordingly not granted for the Application. The loss of patent rights represents the loss of money to the corporation from licensing and royalty payments.

This petition is accompanied by a verified statement of pertinent facts evidencing Mr. Lerman's refusal to sign the application and an authorization to charge Deposit Account # 12-0080 a fee of \$130.00 as set forth in 37 C.F.R. 1.17(i) and is responsive to the Notice to File Missing Parts dated August 2, 2001 (copy enclosed), and the Decision Refusing Status Under 37 C.F.R. 1.47 (b) dated December 31, 2001.

Please charge Deposit Account No. 12-0080 the fee of \$130.00 and any additional fees that are due. A duplicate of this letter is provided for this purpose.

Respectfully submitted,
LAHIVE & COCKFIELD, LLP


John S. Curran, Esq.
Registration No. P50,445
Attorney for Petitioner

28 State Street
Boston, MA 02109
(617) 227-7400

Date: February 28, 2002

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the application of: Kenneth Lerman

Serial No: 09/872,326

Filed: June 1, 2001

For: A SYSTEM AND METHOD OF MONITORING
A TIMED EVENT LIST

Attorney Docket No: SYCS-038

Group Art Unit:

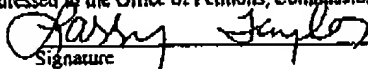
Examiner:

Office of Petitions
Commissioner for Patents
Washington, D.C. 20231

"Express Mail" Mailing Label Number EL 941 615 927 US

Date of Deposit February 28, 2002

I hereby certify that this transmittal letter and the papers referred to as being enclosed therein are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Office of Petitions, Commissioner for Patents, Washington, DC 20231



Signature

Larry Taylor

Please Print Name of Person Signing

STATEMENT OF PERTINENT FACTS IN SUPPORT OF
PETITION UNDER 37 C.F.R. § 1.47(b)

Sir:

1. I, Ke Le, am a Technology Officer for Sycamore Networks, Inc., a Massachusetts corporation, having a principal place of business in Chelmsford, Massachusetts.

2. On information and belief, Kenneth Lerman was hired by Sycamore Networks, Inc. on or before August 29, 2000, as a principal engineer.

Mr. Kenneth Lerman's last known residence address is:

55 Main Street,
Newtown, Connecticut 06470
United States of America

Serial No. 09/872,263

Filed: May 31, 2001

2

In connection with his acceptance of employment, Kenneth Lerman executed an employment agreement (enclosed as Exhibit A) with Sycamore Networks, Inc. on August 29, 2000. In this agreement, Mr. Lerman promised to cooperate with Sycamore Networks, Inc. in securing patent protection for inventions made by him during the term of his employment at Sycamore Networks, Inc., and furthermore assigned and agreed to assign all inventions stemming from his employment with Sycamore Networks, Inc. (See Exhibit A, paragraph 3 (a) of the employment agreement).

3. On April 13, 2001, Mr. Lerman was informed that his employment was being terminated as a result of downsizing at Sycamore Networks, Inc.

4. On June 4, 2001, I sent the Declaration to Mr. Lerman for his signature (See Exhibit B cover letter).

5. On July 25th, Mr. Lerman was contacted by telephone by Attorney John Curran from Sycamore's outside patent counsel on this matter, Lahive & Cockfield, LLP, in reference to an Information Disclosure Statement. Mr. Lerman informed Mr. Curran that he was now represented by counsel regarding the above-mentioned patent application and had not signed the Declaration.

6. Later on July 25, 2001 the Declaration and complete copy of the application for the above-referenced patent application were sent to Mr. Lerman by overnight mail. A Federal Express Tracking No. 601924850398 was assigned to the package which was delivered the next day at 9:45 a.m.(See Exhibit C cover letter and tracking information from overnight package).

7. On August 13, 2001, I received an email from Mr. Lerman indicating that he would not sign the Declaration unless the company paid for private legal representation for Mr. Lerman (See Exhibit D, emails).


Serial No. 09/872,263
Filed: May 31, 2001

3

8. On August 16, 2001, after I informed him that Sycamore Networks, Inc. would not pay for his private legal counsel, I received another email from Mr. Lerman indicating that he was withdrawing his offer to meet with Sycamore Networks for the purpose of signing the Declaration (See Exhibit D, emails).

9. On information and belief, the first public use of the invention occurred in June of 2000 at the Supercomm convention.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under Section 101 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.


Kevin
Technology Officer
Sycamore Networks, Inc.

Date: 2/22/02

Exhibit A

Kenneth LERMAN

**SYCAMORE NETWORKS, INC.
EMPLOYEE AGREEMENT REGARDING
CONFIDENTIALITY, INVENTIONS AND NON-SOLICITATION**

This Agreement is intended to formalize in writing certain understandings and procedures of Sycamore Networks, Inc. and its affiliates, subsidiaries, successors and assigns (Sycamore Networks, Inc. and such affiliates, subsidiaries, successors and assigns collectively and individually are referred to herein as the "Company"). I recognize that the Company is engaged in a continuous program of research, development and production respecting its business, present and future.

In return for my new or continued employment by the Company, I acknowledge and agree that:

1. **Previous Work.** All previous work, if any, done by me for the Company relating in any way to the conception, design, development, or support of products for the Company is the property of the Company. Nothing in this provision is intended to create any express or implied claim by the Company to any previous work done by me for any person other than the Company. The Company specifically disavows any interest in any work done by me using the proprietary business information of any entity other than the Company.
2. **Confidentiality.** I will maintain in confidence and will not disclose or use, either during or after the term of my employment without the prior express written consent of the Company, any proprietary or confidential information or know-how belonging to the Company ("Proprietary Information"), whether or not it is in written or permanent form except to the extent required to perform duties on behalf of the Company in my capacity as an employee. Proprietary Information refers to any information not generally known in the relevant trade or industry, which was obtained from the Company, or which was learned, discovered, developed, conceived, originated, or prepared by me in the scope of my employment. Such Proprietary Information includes, but is not limited to software, technical and business information relating to the Company's inventions or products, research and development, production processes, product plans, manufacturing and engineering processes and plans, machines and equipment, finances, organizational charts, employee lists, Company phone directories, customers, customer lists, marketing plans, and production and future business plans and any other information which is identified as, or understood as being, confidential by the Company. Upon termination of my employment or at the request of my supervisor before termination, I will deliver to the Company all written and tangible material in my possession incorporating the Proprietary information belonging to the customers and suppliers of the Company who may have disclosed such information to me as the result of my status as an employee of the Company.
3. **Inventions.** (a) **Disclosure and Assignment of Inventions.** I will promptly disclose and describe to the Company, and agree to assign and hereby assign and agree to assign to the Company or its designee, my entire right, title, and interest in all Inventions and practices during the period of my employment with the Company (i) which relate at the time of conception or reduction to the practice of the Invention to the Company's business or actual or demonstrably anticipated research or development, or (ii) which were developed on any amount of the Company's equipment, supplies, facilities or trade secret information, or (iii) which resulted from any work I performed for the Company, whether or not performed during business hours. I hereby waive all claims to moral rights in any Inventions. However, I do not assign or agree to assign any Inventions relating in any way to the Company's business or demonstrably anticipated research and development which were made by me prior to my employment with the Company, which Inventions, if any, are identified on Exhibit A to this Agreement (which attachment

contains no confidential information). I have no rights in any Inventions other than the Inventions specified in Exhibit A. If I do not list any Inventions in Exhibit A, then I acknowledge that none exist.

(b) Definition of Inventions. As used in the Agreement, the term "Inventions" means any new or useful art, discovery, contribution, finding or improvement, whether or not patentable, and all related know-how including but not limited to all designs, developments, trademarks, discoveries, formulas, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas, or copyrightable or patentable works, including all rights to obtain, register, perfect and enforce these proprietary interests.

(c) Nonassignable Inventions. I understand that, to the extent this Agreement shall be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of Inventions made by an employee, this Agreement shall be interpreted not to apply to the class of Invention which are precluded in such state, but shall otherwise apply to all other classes of Inventions. However, I agree to disclose promptly in writing to the Company all Inventions made or conceived by me during the term of my employment, whether or not I believe such inventions are subject to this Agreement, to permit a determination by the Company as to whether or not the Inventions are subject to this Agreement, to permit a determination by the Company as to whether or not the Inventions should be the property of the Company. The Company will receive any such information in confidence.

(d) Shop Rights. I agree that the Company will be entitled to shop rights providing the Company a non-exclusive, royalty-free, and irrevocable (although nontransferable and non assignable) license to make, use, and sell any invention or other protectable development (whether patentable or not) conceived or made by me which is not within the scope of Section 3 (a) but which was conceived or made on the time of the Company with the use of the facilities or materials of the Company or with the use of Proprietary Information of the Company.

(e) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(f) Patent and Copyright Registrations. I agree to cooperate fully with the Company and to execute and deliver any and all documents and letters necessary for the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in the United States and foreign countries) relating to the Inventions, including the execution and delivery of any document relating to Patent and Copyright registrations or applications. I will sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in and Invention. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature on such documents, then I irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact to act for and in my behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further the prosecution and issuance of the such applications or registrations with the same legal force and effect as if executed by me.

4. **Competitive Employment.** During the term of my employment with the Company, I will not engage in any employment, consulting, or other activity in any business competitive with the Company without the Company's prior written consent. In addition, I agree that, for a period of nine months following the termination of my employment with the Company, I will not directly or indirectly, without the prior written consent of the Company, engage in, become financially interested in, be employed by or have any business or professional connection with any business or organization whose products or services are similar in function or capability or otherwise competitive to the products or services being developed, manufactured or sold by the Company. Notwithstanding this paragraph, I understand that I may own the securities of any corporation that is publicly owned and traded but in an amount not to exceed at any one time one percent of the class of stock or securities of such corporation.

5. **Acts to Secure Proprietary Rights.** I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions and shop rights hereby assigned to the Company as set forth in Paragraphs 1 and 3 above. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents and copyrights or other legal proceedings.

6. **Non-solicitation.** During the term of my employment with the Company and for a period of one (1) year thereafter, I will not directly or indirectly, without the prior written consent of the Company (1) solicit or encourage, or cause others to solicit or encourage, any employees of the Company to terminate their employment with the Company, or (2) directly or indirectly solicit, contact, call upon, communicate with or attempt to communicate with any customer of Company.

7. **No Conflicting Obligations.** My performance of the Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with the Company. I hereby represent that if I obtained any information during my prior employment that my employer indicated was considered confidential and proprietary or that was disclosed to me in a manner that should have made me realize it was so considered, I will not make use of, disclose or induce the Company to use any such confidential and proprietary information during my employment with the Company unless such information: (i) becomes publicly available for reasons other than action on my part; (ii) is independently developed by others at or on behalf of the Company who do not receive access to such information from me; or (iii) is received by the Company from a third party who had lawful possession of such information or ideas and the right to disclose them. I am not a party to any other agreement which will interfere with my full compliance with this Agreement or otherwise restrict my employment with the Company in any way. I will not enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement.

8. **Termination of Employment - Delivery of Documents, Data and Proprietary Information upon Termination of Employment.** I understand that in the event of the termination (volunteer or otherwise) of my employment with the Company, I agree promptly and without request, to deliver and inform the Company of all documents and data pertaining to my employment and the Company's Proprietary Information, whether prepared by me or otherwise, that has come into my possession. I will not retain any written or other tangible material containing any information concerning or disclosing any of the Company's Proprietary

Information. Upon the cessation of my employment, I agree to sign and date a Sycamore Networks, Inc. Termination Certification in the following form:

This is to certify that I do not have in my possession, nor have I failed to return, any notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data, documentation, or other materials or property, or reproductions of any aforementioned items belonging to Sycamore Networks, Inc., its affiliates, subsidiaries, successors and assigns (Sycamore Networks, Inc. and such affiliates, subsidiaries, successors and assigns collectively and individually are referred to herein as the "Company").

I further certify that I have complied with all the terms of the Company's Employee Agreement Regarding Confidentiality, Inventions and Non-Solicitation signed by me, including the reporting of any invention, modification, discovery, design, development, improvement process, software program, work of authorship, documentation, formula, data, technique, know-how, secret or intellectual property conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, in compliance with the Company's Employee Agreement Regarding Confidentiality, Inventions and Non-Solicitation, I will preserve as confidential all trade secrets or confidential information respecting inventions, products, designs, methods, know-how, techniques, systems processes, software programs, works of authorship, customer lists, projects, plans and proposals, of the Company or any of its employees, clients, consultants or licenses. I further agree that I shall not use or permit to be used any notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data, documentation or other materials, it being agreed that all of the foregoing is and shall remain the sole and exclusive property of the Company.

I further agree that for one (1) year from this date, (1) I will not hire any employees of the Company and I will not solicit, induce, recruit or encourage any of the Company's employees to leave their employment, and (2) I will not directly or indirectly solicit, contact, call upon, communicate with or attempt to communicate with any customer of Company.

9. At-Will Employment. I understand that employment with the Company is at-will. Employment at-will may be terminated at the will of either the employer or the employee, with or without cause, at any time. I understand that the terms and conditions of my employment with the Company may be modified at the sole discretion of the company with or without cause and with or without notice. Other than the President or Chief Financial Officer of the Company, no one has the authority to make any agreement for employment other than for employment at-will or make any agreement-limiting-the-Company's authority to make any such agreement and then only in writing. No implied contract concerning any employment related decision or term or condition of employment can be established by any other statement, conduct, policy or practice. Examples of types of terms or conditions of employment which are within the sole discretion of the Company include but are not limited to the following: promotion; demotion; transfers; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; production standards; subcontracting; cessation or expansion of operations; merger or consolidation of operations; determinations concerning the use of equipment, methods or facilities; or any other terms and conditions that the Company may determine to be necessary for the safe, efficient and economic operation of its business.

10. Notification to New Employer. In the event that I leave the employ of the Company, I hereby grant consent to the notification by the Company to my new employer about my rights and obligations under this Agreement.

11. Third Party Information. I recognize that the Company has received and will receive in the future from third parties their confidential information or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

12. Survival. This Agreement (a) shall survive the termination of my employment by the Company, (b) does not in any way restrict my right or the right of the Company to terminate my employment at any time, for any reason or no reason and (c) is assignable by the Company (in which case the term "Company" herein will only refer to that portion of the assignee's business which is substantially similar to the business conducted by the Company immediately prior to such an assignment) and (d) is binding upon my heirs and legal representatives.

13. Waiver. The waiver by the Company or a breach of any provision of the Agreement by me will not operate or be construed as a waiver of any other or subsequent breach by me.

14. Severability. If any provisions of this Agreement, or the application thereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and application of such provisions of this Agreement shall be interpreted so as to reasonably reflect the intent of the parties. Any void or unenforceable provisions of this Agreement shall be replaced with valid and enforceable provisions that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provisions.

15. Governing Law. This Agreement will be construed in accordance with, and governed by the laws of the Commonwealth of Massachusetts.

16. Entire Agreement. This Agreement becomes effective as of the commencement of my employment with the Company. This Agreement represents my entire understanding with the Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral. Notwithstanding this paragraph, nothing contained herein shall be construed as or constitute a waiver of any claims or remedies that the Company may have under any prior understanding, arrangement or agreement. This Agreement may be amended or modified only with the written consent of both me and the Company. No oral waiver, amendment or modification will be effective under any circumstance whatsoever.

I HAVE FULLY READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO
THIS AGREEMENT AS A CONDITION OF MY EMPLOYMENT.

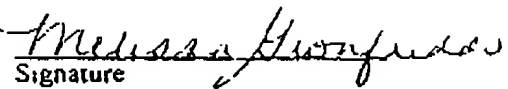
EMPLOYEE:


Signature

KENNETH LERMAN
Printed Name of Employee

AUGUST 29, 2000
Date

WITNESS:


Signature

Melissa Gronfriddo
Printed Name of Witness

8/29/00
Date

EXHIBIT A
PRIOR INVENTION


SYCAMORE NETWORKS, INC.
U.S. FOREIGN CORRUPT PRACTICES ACT POLICY

It is the policy of Sycamore Networks, Inc., its affiliates, subsidiaries, successors and assigns (Sycamore Networks, Inc. and such affiliates, subsidiaries, successors and assigns collectively and individually are referred to herein as the "Company") to abide by all the laws of the United States, including the U.S. Foreign Corrupt Practices Act ("FCPA"). In accordance with the FCPA, the Company does not authorize or condone the making of payments prohibited by the FCPA by either its employees or the parties with who it conducts business.

As required by the FCPA, I agree that I will not pay, offer or authorize any bribe or make any other unlawful payment on behalf of the Company. I will not give money or anything else of value in an attempt to unlawfully influence the action of a public official to assist the Company in obtaining or retaining business outside the United States. I further agree that I will not make any payment to any consultant, agent or any other intermediary with the knowledge that all or any part of the payment will be used for a bribe or otherwise to influence government action.

In the event that I receive knowledge of (or obtain a reasonable suspicion of) a request for, or the actual payment of, a bribe, I will immediately disclose that knowledge or suspicion to an officer of the Company.

If I should violate the Company's policy to comply with the FCPA or the specific acknowledgements in this agreement, I acknowledge that the Company will have the right to take disciplinary action against me, up to and including immediate termination.


Employee Signature

KENNETH LERMAN
Printed Name of Employee

August 29, 2000.
Date:

Exhibit B

To: Kenneth Lerman
55 Main Street
Newtown, CT 06470

From: Ke Le
Sycamore Networks
10 Elizabeth Drive
Chelmsford, MA 01824
Email: Ke.le@sycamorenet.com

Date: June 4, 2001

Subject: Signatures for patent filing documents

Ken,

For your two patent applications:

1. *A system and method for the use of reset logic in high availability systems*
2. *A system and method of maintaining a timed event list*

which was filed with USPTO on 5/31/2001 and 6/1/2001, attached please find the Assignment and Declaration forms.

Please sign and witness the forms where marked and return it back to me at your earliest convenience.

Thank you very much.

Sincerely,

Ke,

To: Kenneth Lerman
55 Main Street
Newtown, CT 06470

From: Ke Le
Sycamore Networks
10 Elizabeth Drive
Chelmsford, MA 01824
Email: Ke.le@sycamorenet.com

Date: Wednesday, July 25, 2001

Subject: Signatures for patent filing documents

Ken,

For your two patent applications:

1. *A system and method for the use of reset logic in high availability systems*
2. *A system and method of maintaining a timed event list*

which was filed with USPTO on 5/31/2001 and 6/1/2001, attached please find the Assignment and Declaration forms and the complete applications.

I sent you the same forms back to June 4, 2001. Here I sent again. Please sign and witness the forms where marked and return the forms back to me at your earliest convenience.

Thank you very much.

Sincerely,

Ke,

FedEx Express | Tracking | Results Detail

Page 1 of 2

Exhibit C

United States


[Ship](#) [Rates](#) [Signature Proof](#) [Locations](#) [Pickup](#) [International Tools](#)
[Home](#) | [About FedEx](#) | [Service Info](#) | [Careers](#) | [eBusiness Tools](#) | [Manage My Account](#) | [Customer Service](#) | [Site Index](#)
[Select More Online Services](#)

Search for

Go

- [Track Shipments](#)
- [Alternate Reference Track](#)
- [Email Track](#)
- [Multi-Carrier Track](#)
- [Custom Critical](#)
- [Cargo Track](#)
- [American Freightways](#)
- [Viking Freight](#)

Related Links

- [Signature Proof](#)
- [My FedEx](#)
- [FedEx Wireless Solutions](#)
- [FedEx Sidebar](#)
- [Handheld Track](#)
- [Print, Bind & Ship](#)
- [FedEx Address Checker](#)

Track Shipments

Detailed Results

Tracking Number 601924850398
 Reference Number
 Ship Date 07/25/2001
 Delivered To Recipient
 Delivery Location NEWTOWN CT
 Delivery Date/Time 07/26/2001 09:45
 Signed For By 2161299
 Service Type Priority Letter

Tracking Options

- [Obtain a Signature Proof of Delivery](#)
- [Email these tracking results to one or more recipients](#)
- [Track More Shipments](#)

Scan Activity	Date/Time	Comments
Delivered DANBURY CT	07/26/2001 09:45	No signature required - release waiver on file
Delivered DANBURY CT	07/26/2001 09:45	No signature required - release waiver on file
On FedEx vehicle for delivery DANBURY CT	07/26/2001 08:47	
Arrived at FedEx Destination Location DANBURY CT	07/26/2001 07:44	
Left FedEx Ramp EAST BOSTON MA	07/25/2001 22:51	
Left FedEx Origin Location LEXINGTON MA	07/25/2001 21:13	
Arrived at FedEx Ramp EAST BOSTON MA	07/25/2001 21:02	
Left FedEx Origin Location LEXINGTON MA	07/25/2001 20:08	
Pickup status LEXINGTON MA	07/25/2001 17:14	Pre-routed meter pkg picked up

Save 10%

Ship & Save!

Email Your Detailed Tracking Results

Enter your email (optional), up to three email addresses as recipients, add your message, and click on Send Email.

From

To

To

To

Add a message to this email.

<https://www.fedex.com/cgi-bin/tracking>

9/26/01

Surran - RE: Signatures for pa * filing documents

Exhibit D

From: Kenneth Lerman <Kenneth.Lerman@se-ltd.com>
To: "Le, Ke" <Ke.Le@sycamorenet.com>
Date: 8/16/01 2:18PM
Subject: RE: Signatures for patent filing documents

Ke,

I really thought I made a reasonable offer, but since you apparently think otherwise, I withdraw it

I'd appreciate it if you would send me copies of the regulations and laws referenced by the applications.

I'd really like to see these applications succeed. Perhaps there is another way of resolving this.

Ken

-----Original Message-----

From: Le, Ke [mailto:Ke.Le@sycamorenet.com]
Sent: Tuesday, August 14, 2001 3:48 PM
To: 'Kenneth.Lerman@se-ltd.com'
Cc: Le, Ke
Subject: RE: Signatures for patent filing documents
Importance: High

Hi Ken,

I have received your email dated August 13, 2001. You are correct that any of the firms that you dealt with while employed by Sycamore do not represent any individuals in the relevant transactions, those firms represent the company. This is to advise you that if you feel you need counsel to review certain patent filing documents it must be done at your own expense.

We look forward to receiving the signed patent assignment forms from you

Thanks.

Ke,

-----Original Message-----

From: Kenneth.Lerman@se-ltd.com [mailto:Kenneth.Lerman@se-ltd.com]
Sent: Monday, August 13, 2001 12:05 PM
To: ke.le@sycamorenet.com
Subject: Signatures for patent filing documents

Ke,

I will be happy to sign the patent assignment forms, but cannot sign



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents
United States Patent and Trademark Office
Washington, D.C. 20231
www.uspto.gov
GW 05-02

Paper No. 8

LAHIVE & COCKFIELD
28 STATE STREET
BOSTON, MA 02109

ENTERED

RECEIVED
LAHIVE & COCKFIELD
DOCKET DEPT.

MAY 20 2002

RETRIEVED: 5/21
FORWARDED: 5/21

COPY MAILED

MAY 13 2002

OFFICE OF PETITIONS

In re Application of
Kenneth Lerman
Application No. 09/872,326
Filed: 1 June, 2001
Attorney Docket No. SYCS-038/P89:
:
: DECISION ACCORDING STATUS
: UNDER 37 CFR 1.47(b)
:

This is in response to the renewed petition under 37 CFR 1.47(b) filed on 28 February, 2002.

The petition is GRANTED.

Petitioner has shown that a copy of the application was mailed to the non-signing inventor. The inventor, however, refused to sign the declaration via an E-mail to Ke Le, Technology Officer for Rule 47(b) applicant Sycamore Networks, Inc. Additionally, petitioners have shown proprietary interest by providing a copy of the employment agreement between the non-signing inventor and Rule 47(b) applicant. Lastly, petitioner has submitted a declaration in compliance with 37 CFR 1.63 and 1.64 and has demonstrated that such action is necessary to prevent irreparable damage.

This application and papers have been reviewed and found in compliance with 37 CFR 1.47(b). This application is hereby accorded Rule 1.47(b) status.

As provided in Rule 1.47(c), this Office will forward notice of this application's filing to the non-signing inventor. Notice of

⑤ ⑤

2

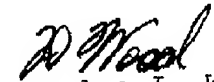
Application No. 09/872,326

the filing of this application will also be published in the Official Gazette.

As no additional petition fee is due on reconsideration, the \$130.00 petition fee charged to counsel's deposit account with the present request for reconsideration is unnecessary and will be credited to counsel's deposit account, No. 12-0080.

The application file is being forwarded to the Office of Initial Patent Examination for further processing.

Telephone inquiries regarding this communication should be directed to the undersigned at 703.308.6918.



Douglas I. Wood
Petitions Attorney
Office of Petitions
Office of the Deputy Commissioner
for Patent Examination Policy

Customer Number: 000959

Attorney's
Docket
Number SYCS-038/P89

Declaration, Petition and Power of Attorney for Patent Application

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled

A System And Method Of Maintaining A Timed Event List
the specification of which

(check one)

 is attached hereto.☒ was filed on June 1, 2001 asApplication Serial No. 09/872,236and was amended on _____
(if applicable)

I do not know and do not believe that the subject matter of this application was known or used by others in the United States or patented or described in a printed publication in any country before my invention thereof, or patented or described in a printed publication in any country or in public use or on sale in the United States more than one year prior to the date of this application, or first patented or caused to be patented or made the subject of an inventor's certificate by me or my legal representatives or assigns in a country foreign to the United States prior to the date of this application on an application filed more than twelve months (six months if this application is for a design) before the filing of this application; and I acknowledge my duty to disclose information of which I am aware which is material to the examination of this application, that no application for patent or inventor's certificate on the subject matter of this application has been filed by me or my representatives or assigns in any country foreign to the United States, except those identified below, and that I have reviewed and understand the contents of the specification, including the claims as amended by any amendment referred to herein.

I acknowledge the duty to disclose to the Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, §1.56.

CLAIM OF BENEFIT OF EARLIER FOREIGN APPLICATION(S)

I hereby claim priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below, and have also identified below any foreign application(s) for patent or inventor's certificate filed by me on the same subject matter having a filing date before that of the application(s) from which priority is claimed.

Check one.

☒ no such applications have been filed.

☐ such applications have been filed as follows

**EARLIEST FOREIGN APPLICATION(S), IF ANY, FILED WITHIN 12 MONTHS
(6 MONTHS FOR DESIGN) PRIOR TO THIS U.S. APPLICATION**

Country	Application Number	Date of Filing (month, day, year)	Priority Claimed Under 35 USC 119
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

**ALL FOREIGN APPLICATION(S), IF ANY FILED MORE THAN 12 MONTHS
(6 MONTHS FOR DESIGN) PRIOR TO THIS U.S. APPLICATION**

CLAIM FOR BENEFIT OF U.S. PROVISIONAL APPLICATION(S)

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below.

_____	_____
(Application Serial No.)	(Filing Date)
_____	_____
(Application Serial No.)	(Filing Date)

CLAIM FOR BENEFIT OF EARLIER U.S./PCT APPLICATION(S)

I hereby claim the benefit under Title 35, United States Code, §120 of any earlier United States application(s) or PCT international application(s) designating the United States listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the earlier application(s) in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose to the Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, §1.56 which became available between the filing date(s) of the earlier application(s) and the national or PCT international filing date of this application. As to subject matter of this application which is common to my earlier application(s), if any, described below, I do not know and do not believe that the same was known or used by others in the United States or patented or described in a printed publication in any country before my invention thereof, or patented or described in a printed publication in any country or in public use or on sale in the United States more than one year prior to the date(s) of said earlier application(s), or first patented or caused to be patented or made the subject of an inventor's certificate by me or my legal representatives or assigns in a country foreign to the United States prior to the date(s) of said earlier application(s) on an application filed more than twelve months (six months if this application is for a design) before the filing of said earlier application(s); and I acknowledge that no application for patent or inventor's certificate on said subject matter has been filed by me or my representatives or assigns in any country foreign to the United States except those identified herein.

(Application Serial No.)

(Filing Date)

(Status)
(patented,pending,aband.)

(Application Serial No.)

(Filing Date)

(Status)
(patented,pending,aband.)

POWER OF ATTORNEY: As a named inventor, I hereby appoint the following attorneys and/or agents to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

James E. Cockfield Reg. No. 19,162
 Thomas V. Smurzynski Reg. No. 24,798
 Ralph A. Loren Reg. No. 29,325
 Giulio A. DeConti, Jr. Reg. No. 31,503
 Ann Lamport Hammitte Reg. No. 34,858
 Elizabeth A. Hanley Reg. No. 33,505
 Amy E. Mandragouras Reg. No. 36,207
 Anthony A. Laurentano Reg. No. 38,220
 Kevin J. Canning Reg. No. 35,470
 Jane E. Remillard Reg. No. 38,872
 DeAnn F. Smith Reg. No. 36,683
 Peter C. Lauro Reg. No. 32,360
 Jeanne M. DiGiorgio Reg. No. 41,710
 Megan E. Williams Reg. No. 43,270

Jeremiah Lynch
 David J. Ridders
 Maria C. Laccotripe

Debra J. Milasincic
 David R. Burns
 Sean D. Detweiler
 Cynthia L. Kanik
 Theodore R. West
 Shayne Y. Huff
 Hathaway P. Russell
 Daniel B. Ko
 John S. Curran

Reg. No. 17,425
 Reg. No. 43,882
 Limited Recognition
 Under 37 C.F.R. § 10.9(b)
 Reg. No. 46,931
 Reg. No. 46,590
 Reg. No. 42,482
 Reg. No. 37,320
 Reg. No. 47,202
 Reg. No. 44,784
 Reg. No. 46,488
 Reg. No. 47,332
 Reg. No. P50,445

Send Correspondence to Kevin J. Canning, Esq. at Customer Number: 000959 whose address is:

Lahive & Cockfield, LLP, 28 State Street, Boston, MA 02109

Direct Telephone Calls to: (name and telephone number)

Kevin J. Canning, Esq., (617) 227-7400

Wherefore I petition that letters patent be granted to me for the invention or discovery described and claimed in the attached specification and claims, and hereby subscribe my name to said specification and claims and to the foregoing declaration, power of attorney, and this petition.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or first inventor Kenneth Lerman	
Inventor's signature (by Frances M. Jewels, Secretary and Treasurer, Sycamore Networks, Inc., 37 C.F.R. 1.47 (b))	Date Feb 26, 2002
Residence of Inventor / Residence of Frances M. Jewels 55 Main Street, Newtown, CT 06470 / 150 Apollo Drive, Chelmsford, MA 01824	
Citizenship of Inventor / Citizenship of Frances M. Jewels United States of America / United States of America	
Post Office Address (if different)	